(d) whether a review will be done and future steps taken to ensure that retired personnel of all ranks are not abandoned; and

(e) the details of the steps proposed?

THE MINISTER OF DEFENCE (SHRI GEORGE FERNANDES): (a) to (e) As per available information, 3,09,118 ex-Servicemen were registered as on 31.12.1999 with various Zila Sainik Boards for re-employment assistance.

It has not been possible to provide re-employment to all eligible ex-Servicemen in the Government sector because of shrinking job opportunities. Many ex-Servicemen also do not want to take up jobs away from their homes as they wish to live with their families in their native villages/towns. In order to help them to take up self-employment ventures, they are given training in various trades/vocations before their release from service. There are also schemes to provide them financial assistance to set up small and village industries.

Compensation for properties in Kashmir

5489. SHRI RAMACHANDRAIAH RUMANDLA:
DR. ALLADI P. RAJKUMAR:

Will the Minister of DEFENCE be pleased to state:

(a) whether more than 600 civilians whose properties were taken over by the Army and Rashtriya Rifles for setting up posts for counter insurgency operations in Kashmir were approved by Delhi High Court for compensation;

(b) if so, the reasons for not paying up rent to them by the Army or the State Government to avoid litigation; and

(c) the early efforts proposed to resolve the dispute over liability of making the payment to the owners to gain confidence of the local people?

THE MINISTER OF DEFENCE (SHRI GEORGE FERNANDES): (a) A Public Interest Litigation petition has been filed before the Delhi High Court in this regard.

(b) and (c) Normally, it is the responsibility of the concerned State Government to pay the rentals in respect of private properties occupied by security forces on counter insurgency operation in the State. However, after due consideration of the circumstances, Ministry of Defence has decided to pay the rentals for all such properties occupied by the Army and Rashtriya

Rifles in Jammu & Kashmir. Orders have been issued to the concerned authorities to complete the necessary formalities early to enable payment of rentals to the property owners.

Criminal negligence cases pointed out by CAG

5490. SHRI AMAR SINGH:
SHRIMATI JAYAPRADA NAHATA:

Will the Minister of DEFENCE be pleased to state:

(a) the details of agreement entered into for the supply of ammunition for 122 mm mortars and 130 mm medium field (Russian origin) in 1993;

(b) whether the investigation to fix responsibility for this criminal negligence as per comments of CAG has since been carried out; and

(c) if so, the details thereof and if not, the reasons therefor?

THE MINISTER OF DEFENCE (SHRI GEORGE FERNANDES): (a) to (c) A Contract dated 21.1.1993 was signed with M/s Pitcare Ltd., Hongkong for the supply of 10000 rounds of 130 mm Illuminating Ammunition and 6700 rounds of 122 mm Illuminating Ammunition. The value of the contract was USD 6,118,400 and delivery was to be within 3 months from the date of receipt of Letter of Credit. The Letter of Credit was required to be opened for the full amount of the contract within 30 days from the effective date of contract. The contract carried a warranty period of 5 years from the date of Bill of Lading and contained an Inspection and Acceptance clause.

(b) The Central Ammunition Depot (CAD), Pulgaon intimated in September, 1993 the receipt of consignment of 10000 nos of 130 mm illuminating ammunition from Hongkong against the contract. Since the consignment was received without technical literature and range tables, the check proof of the consignment was delayed. The check proof was conducted in August, 1995 on receipt of fuze setting key and range tables from the firm. Ten rounds were fired of which three recorded defects. The consignment was subjected to reproof by firing 13 rounds in December, 1995 out of which 12 rounds recorded failures. In view of the unsatisfactory performance of the ammunition during check proof, the consignment was recommended as "Not fit for Use" and quality claim raised against the firm.